CITY COUNCIL AGENDA REQUEST FORM

Today's date: 04 / 12 / 18

Date of meeting 04 / 18 / 18

(City Council meetings are held the 1st and 3rd Wednesday of each month.)

Name of Citizen, Organization, Elected Official, or Department Head making request: Amanda Wilson, Public Works Department Address: 1123 Lake Street, Sandpoint, ID 83864 Phone number and email address: 208-263-3411 awilson@sandpointidaho.gov Authorized by: Amanda Wilson name of City official City official's signature (Department Heads, City Council members, and the Mayor are City officials.) Subject: Ella Ave Maintenance & Rehab, authorization Summary of what is being requested: Public Woorks Department is requesting award of the Ella ave. Waintenane The following information MUST be completed before submitting your request to the City Clerk: 1. Would there be any financial impact to the city? Yes or No If yes, in what way? 2. Name(s) of any individual(s) or group(s) that will be Have they been contacted? directly affected by this action: Yes or No 3. Is there a need for a general public information or public involvement plan? Yes or No If yes, please specify and suggest a method to accomplish the plan: _____ Public Information plan will be developed to ensure residents are aware in advance of all activities, sequencing, staging, schedules, and general impacts associated with the construction. 4. Is an enforcement plan needed? Yes or No Additional funds needed? Yes or No 5. Have all the affected departments been informed about this agenda item? Yes or No This form must be submitted no later than 6 working days prior to the scheduled meeting. All pertinent paperwork to be distributed to City Council must be attached.

ITEMS WILL NOT BE AGENDIZED WITHOUT THIS FORM

Sandpoint, Idaho February 2016

CITY OF SANDPOINT AGENDA REPORT

DATE: 4/13/2018

TO: MAYOR AND CITY COUNCIL

FROM: Bruce Robertson

SUBJECT: Ella Ave. Maintenance and Rehabilitation Project

DESCRIPTION/BACKGROUND:

The City Council approved 2018 Local Strategic Initiatives Program North Ella Overlay LHTAC/Local Agreement and bid documents for this project on March 7th, 2018. Available funding is \$546,732.00. Bids were opened on April 3rd, 2018. The lowest responsive bidder was Woods Crushing and Hauling, Inc. The low bid is \$461,539.75. The City will negotiate with LHTAC to make use of the balance of the funding available.

STAFF RECOMMENDATION:

Staff recommends awarding the contract to the low bidder. The City will get new asphalt on Ella Ave. from Pine street north to Litehouse.

ACTION:

WILL THERE BE ANY FINANCIAL IMPACT? No HAS THIS ITEM BEEN BUDGETED? The Strategic Initiatives funding will pay for the contract, but staff time will be required for project inspection and administration.

ATTACHMENTS:

Bid Tabulation Low Bidder's Bid Package/Contract Docs

Bid Tabulation - Ella Ave 2018 Maintenance & Rehabilitation Project 4/3/2018

			Woods			Interstate		T LaRiviere			EWNW						
# Desc.	Unit	Qty								Г				Г			
1 Mobilization	LS	1	\$ 30,500	.00	\$	30,500.00	\$	34,359.25	\$ 34,359.25	\$	87,000.00	\$	87,000.00	\$	43,000.00	\$	43,000.00
2 Demo, Excavation	LS	1	\$ 18,500	.00	\$	18,500.00	\$	18,000.00	\$ 18,000.00	\$	15,000.00	\$	15,000.00	\$	60,000.00	\$	60,000.00
3 Asphalt Removal	SY	16940	\$ 1	.90	\$	32,186.00	\$	1.78	\$ 30,153.20	\$	2.40	\$	40,656.00	\$	0.80	\$	13,552.00
4 Grade & Compact Existing	SF	152500	\$ 0	.03	\$	4,575.00	\$	0.07	\$ 10,675.00	\$	0.17	\$	25,925.00	\$	0.05	\$	7,625.00
5 3/4" - Gravel Fill 6" depth	TN	3500	\$ 19	.00	\$	66,500.00	\$	20.40	\$ 71,400.00	\$	29.00	\$	101,500.00	\$	22.00	\$	77,000.00
6 Cap Rock	CY	115	\$ 28	.25	\$	3,248.75	\$	43.50	\$ 5,002.50	\$	32.00	\$	3,680.00	\$	24.00	\$	2,760.00
7 Utility Adjustments (95 ea?)	LS	1	\$ 3,500	.00	\$	3,500.00	\$	10,700.00	\$ 10,700.00	\$	15,000.00	\$	15,000.00	\$	4,500.00	\$	4,500.00
8 18" Curb & Gutter	LF	365	\$ 55	.00	\$	20,075.00	\$	37.50	\$ 13,687.50	\$	39.00	\$	14,235.00	\$	46.20	\$	16,863.00
9 4" Concrete	SF	800	\$ 12	.50	\$	10,000.00	\$	7.00	\$ 5,600.00	\$	18.00	\$	14,400.00	\$	8.65	\$	6,920.00
10 Dome Panels	EA	22	\$ 320	.00	\$	7,040.00	\$	315.00	\$ 6,930.00	\$	200.00	\$	4,400.00	\$	330.00	\$	7,260.00
11 WSDOT Type 1 Catch Basin	EA	6	\$ 1,800	.00	\$	10,800.00	\$	1,760.00	\$ 10,560.00	\$	1,200.00	\$	7,200.00	\$	1,100.00	\$	6,600.00
12 Man Hole	EA	1	\$ 3,800	.00	\$	3,800.00	\$	3,700.00	\$ 3,700.00	\$	2,500.00	\$	2,500.00	\$	3,300.00	\$	3,300.00
13 12" 3034 Pipe	LF	330	\$ 31	.00	\$	10,230.00	\$	30.00	\$ 9,900.00	\$	43.00	\$	14,190.00	\$	50.00	\$	16,500.00
14 8" 3-34 Pipe	LF	175	\$ 31	.00	\$	5,425.00	\$	30.00	\$ 5,250.00	\$	38.00	\$	6,650.00	\$	60.00	\$	10,500.00
15 8" N-12 Double Wall	LF	180	\$ 35	.00	\$	6,300.00	\$	33.00	\$ 5,940.00	\$	37.00	\$	6,660.00	\$	28.00	\$	5,040.00
16 4" 3034 Pipe	LF	60	\$ 26	.00	\$	1,560.00	\$	25.00	\$ 1,500.00	\$	33.00	\$	1,980.00	\$	4.00	\$	240.00
17 3" Asphalt, Compacted	TN	3000	\$ 66	.00	\$	198,000.00	\$	64.50	\$ 193,500.00	\$	69.00	\$	207,000.00	\$	70.00	\$	210,000.00
18 Clean up & Restoration	LF	1	\$ 5,800	.00	\$	5,800.00	\$	6,902.55	\$ 6,902.55	\$	16,500.00	\$	16,500.00	\$	5,000.00	\$	5,000.00
19 Traffic Control	LS	1	\$ 13,500	.00	\$	13,500.00	\$	15,540.00	\$ 15,540.00	\$	28,000.00	\$	28,000.00	\$	25,000.00	\$	25,000.00
20 Engineering	LS	1	\$ 7,500	.00	\$	7,500.00	\$	10,000.00	\$ 10,000.00	\$	45,000.00	\$	45,000.00	\$	45,000.00	\$	45,000.00
21 Erosion Control	LS	1	\$ 2,500	.00	\$	2,500.00	\$	9,700.00	\$ 9,700.00	\$	8,500.00	\$	8,500.00	\$	4,000.00	\$	4,000.00
				Į	\$ 4	461,539.75			\$ 479,000.00			\$	665,976.00			\$	570,660.00

ADDENDUM NO. 1 to the CONTRACT DOCUMENTS for

City of Sandpoint
Ella Ave. 2018 Maintenance & Rehabilitation
SANDPOINT, IDAHO

March 14, 2018

To: All Planholders

The following changes, additions, deletions, and/or clarifications are considered as Addendum No. 1 and are hereby made a part of the Contract Documents for the Ella Ave. 2018 Maintenance & Rehabilitation dated March 13, 2018.

The bidder must acknowledge receipt of this Addendum on the Bid Proposal Form, Page 1.

Additions:

CONTRACT DOCUMENTS

<u>IDAHO CODE, §§44-1001 THROUGH 44-1005 COMPIANCE CERTIFICATION PAGE</u>
Addition of Idaho Code, §§44-1001 through 44-1005 Compliance Certifications page

Failure to complete this form as required shall render the bid unresponsive and non-considered. Failure to comply with the terms of the referenced Idaho Code shall result in breach of contract

This is a state of Idaho funded contract/project.

The Contractor must comply with Idaho Code, §§44-1001 through 44-1005, which requires that ninety-five percent (95%) of employees working on the project be *bona fide* Idaho residents, except for projects with fewer than 50 employees. For projects with fewer than fifty (50) employees, up to ten percent (10%) may be nonresidents, provided the Contractor and the subcontractors give employment preference to Idaho residents. Failure to complete this form as required shall render the bid unresponsive and non-considered. Failure to comply with the terms of the referenced Idaho Code shall result in breach of contract. If you have questions about the statute or your compliance, please contact your own legal counsel.

The signature below, by an authorized representative, certifies the Contractor's acknowledgement and that they will comply with Idaho Code §§ 44-1001 through 44-1005.

The Contractor submitting this bid, acknowledges Idaho Code §§ 44-1001 through 44-1005, and will comply with the requirement. After award, the Department may verify compliance with said laws. This may include a Department request for certified payroll or other information to verify compliance. The Contractor certifies that it will provide such information within five (5) business days. If noncompliance is determined or if the Contractor fails to provide the requested information to verify compliance, this will be considered a breach of contract and may lead to contract revocation and other remedies by contract and law.

Kenny & Wood

Moreover, the Contractor submitting this bid acknowledges that failure to comply with the aforementioned Idaho laws may expose said Contractor to fines and/or imprisonment.

Signed by the submitting Contractor's authorized representative:

ADDNEDUM NO. 2 to the CONTRACT DOCUMENTS For

Carada ata

City of Sandpoint
Ella Ave. 2018 Maintenance & Rehabilitation
SANDPOINT, IDAHO

March 27, 2018

To: All Planholders

The following changes, additions, deletions and/or clarifications are considered as Addendum No. 2 and are hereby made a part of the Contract Documents for the Ella Ave. 2018 Maintenance & Rehabilitation dated March 13, 2018.

The bidder must acknowledge receipt of all Addendums on the bid envelope and on the Bid Proposal Form, Page 1.

Clarification:

CONTRACT DOCUMENTS

A Revised Bid Schedule, Bid and Contract Documents Page 4 of 12, is attached. The only change in this revision is to the bid quantity of ITD Cap Rock, which is 115 Cubic Yards. The original Bid Schedule incorrectly listed the quantity of ITD Cap Rock as 45 CY.

PLANS

Sheet 2 of 10 has been revised to reflect the adjusted quantity of ITD Cap Rock. The revised drawing shows a Project Total Scope of Work with 115 CY ITD Cap Rock. The original drawing incorrectly showed a Project Total Scope of Work of 45 CY ITD Cap Rock.

A Revised Bid Schedule and drawing sheet 2 of 10 are attached. The revised bid schedule shall be used in the submission of a bid and the revised plan sheet shall be used in construction of the project.

CITY OF SANDPOINT

ADVERTISEMENT FOR BIDS

NOTICE IS HEREBY GIVEN that the CITY OF SANDPOINT will accept bids until 2:00 PM on April 3rd, 2018 for:

City of Sandpoint, Ella Ave 2018 Maintenance & Rehabilitation Project – all plant, labor, equipment and materials required for demolition of existing surfaces, storm water facilities, curb, sidewalks, pedestrian ramps, asphalt, and other related items.

Bids shall be submitted in a sealed envelope, and shall be clearly labeled "SEALED BID – CITY OF SANDPOINT – ELLA AVE. 2018 MAINTENANCE & REHABILITATION PROJECT" The bidder's name, address, and acknowledgement of all addendums issued shall be printed in the upper left corner of the envelope. Bids shall be submitted to Sandpoint City Clerk; 1123 Lake Street, Sandpoint, Idaho 83864, by the time and date set forth above, and shall be opened and publicly read aloud at 2:05 p.m. on said date in the upstairs conference room.

The Contract Documents and Bidding Information are on file for examination at:

City of Sandpoint Public Works Dept. 1123 Lake Street Sandpoint, Idaho 83864

Contractors and Subcontractors for this project shall be licensed in the State of Idaho by the Idaho Public Works Contractor's State License Board in the Class and Type specified for the value and scope of work to be done in accordance with the provisions of Title 54, Chapter 19, Idaho Code as amended. The Contractor and Subcontractors shall possess a current, valid license in the Class and Type required at the time of the bid. Contractors shall possess a valid City of Sandpoint Business Licenses prior to award of the Contract. Performance and payment bonds in the full amount of the contract price are required. A Bid Bond is not required.

Any objection to the contents or terms of the Specifications shall be raised five (5) days before Bids are to be opened or it shall be deemed to have been waived.

The selection of the low bidder will be based upon the base bid from all responsive bids. The City of Sandpoint reserves the right to waive informalities or to reject any and all bids.

Dated this 3/8/18 City of Sandpoint Jennifer Stapleton

PUBLISH 3/13/18 3/22/18

BID PROPOSAL

TO: Mayor and City Council City of Sandpoint, Idaho

herein submitted.

This proposal is submitted as an offer by the undersigned to enter into contract with the City of Sandpoint, Idaho as represented by the City Council, hereinafter referred to as the 'CITY' for Ella Ave. 2018 Maintenance & Rehabilitation Project, specified herein and which construction documents are on file with the Public Works Department, 1123 Lake St. Sandpoint, ID 83864 and which are a condition hereof with the same force and effect as though they were attached hereto. The offer is conditioned on the following declarations as to the facts, intention and understanding of the undersigned and the agreement of the CITY to the terms and prices

- 1. All project specifications and drawings examined by the undersigned and their terms and conditions are hereby agreed to.
- 2. The undersigned certifies that he has received or made himself aware of any and all existing site conditions that may affect the proposed work.
- 3. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration of the contract drawings and it is agreed that such supplemental drawings, when not in conflict with those referred to in paragraph 1 above, will have the same force and effect as if attached hereto and that when received they will be considered a part of the contract.
- 4. The undersigned further agrees that the CITY shall have the right to accept or reject any quote deemed to be in the best interest of the CITY.
- 5. Bidder agrees that, within seven (7) calendar days after receipt of the contract from the CITY, he will execute the contact in the required form, of which the Instructions to Bidders, Bid Proposal, Technical Provisions, and Drawings are a part.
- 6. The undersigned, as a bidder, acknowledges that Addenda No. 1 through 2 have been delivered to him and have been examined as part of the contract documents.
- 7. The undersigned agrees to complete all work embraced in the contract within the time limitations set forth in paragraph 3 of the Contract Agreement.
- 8. The undersigned certifies he has the appropriate Idaho Public Works license at the time of submitting this bid.
- 9. The undersigned proposes to use the following sub-contractors in the performance of meeting the contract requirements. Information herein must comply with Idaho Code Section 67-2310 and IB-16.

Date: Apr. 3-2018

THIS PAGE MUST BE COMPLETED & RETURNED WITH YOUR BID DOCUMENTS

Subcontractors Trad	le Specialty	Idaho Public Works License No.	\$ Amount
a.B.B. Bailey Cons	t. Concrete	PWC-C-17296-CCA	<u>*25,000.00</u>
b. Portor W. yett	Rotomill	11574-B-2	#18,850.00
c. Lippert Exc.	Excavation	PWC-010773-CG1-2	\$62,000,00
a. Cherry Ent.	Flagging	PWC-000336-C-H	11,000,00
e			

- 11. The undersigned has included with the bid the following forms and information:
 - a. Bid Schedule
 - b. Bidder's Non-Collusion Affidavit
 - c. Bidder's Drug-Free Workplace Affidavit
 - d. License Requirements for Plumbing, Electrical, and HVAC Work
- 12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for **Ella Ave. 2018 Maintenance & Rehabilitation Project** as described in the specifications, including all appurtenant work, all as required by the specifications and this proposal for prices in accordance with the completed Bid Schedule.

THIS PAGE MUST BE COMPLETED & RETURNED WITH YOUR BID DOCUMENTS

REVISED BID SCHEDULE

Date: April 3-2018						
Name of	f Company: Wood's Crushung	1 J. M.	M	ag ho		
Item	No. Description	Qty	Unit	Unit Price Total Price		
1.	Mobilization	1	LS	\$ 30,500,00 \$ 30,500.00		
2.	Demo & Excavation	1	LS	\$ 18,500° \$ 18,500.00		
3.	Asphalt Removal	16,940	SY	\$ 1.90 \$ 32,186,00		
4.	Grade & Compact Existing Base	152,500	SF	\$.03 \$ 4575,00		
5.	¾" Minus Gravel Fill	3,500	TN	\$ 19.00 \$ 66,500.00		
6.	ITD Cap Rock	115	CY	\$ 28.25 \$ 3248.75		
7.	Utility Adjustments	1	LS	\$ <u>3500.00</u> \$ <u>3500.0</u> 0		
8.	18" Curb & Gutter	365	LF	\$ 55.00 \$ 20,075.00		
9.	Concrete 4" Thick	800	SF	\$ 12,50 \$ 10,000.00		
10.	Truncated Dome Panels	22	EA	\$ 320.00 \$ 7040.00		
11.	WSDOT Type 1 Catch Basin	6	EA	\$ 1800.00 \$ 10,800.00		
12.	Concrete Man Hole	1	EA	\$ 3800.00		
13.	12" 3034 Pipe	330	LF	\$ 31.00 \$ 10,230.00		
14.	8" 3034 Pipe	175	LF	\$ 31.00 \$ 5425,00		
15.	8" N-12 double wall perforated Pipe	180	LF	\$ 35.00 \$ 6300.00		
16.	4" 3034 Pipe	60	LF	\$ 26.00 \$ 1560.00		
17.	Asphalt Paving	3000	TN	\$ 6600 \$ 198,000.00		
18.	Clean Up & Restoration	1	LS	\$ 5800.00 \$ 5800.00		
19.	Traffic Control	1	LS	\$ 13500.00 \$ 13500.00		
20.	Engineering	1	LS	\$ 7500.00 \$ 7500.00		
21.	Erosion Control	1	LS	\$ 2500.00 \$ 2500.00		
Total Base Bid \$ 461, 539, 75						
Contractor's Idaho Public Works License No. PWC-C-11242- PAP-4						
Bid Signatures:						
By: Penny L. Wood Sec-Treas (Print Name & Title)						
Signatur	Signature: Date: Apr. 3.2018					
The quantities listed shows are approximate and for hidding purposes only						

The quantities listed above are approximate and for bidding purposes only.

Payment will be made by the unit price for the actual quantity installed.

The City reserves the right to reject any or all bids.

THIS PAGE MUST BE COMPLETED & RETURNED WITH YOUR BID DOCUMENT

Exhibit "C"

BIDDERS NON-COLLUSION AFFIDAVIT

By signing this bid proposal, the Bidder being duly sworn states that the firm, association or corporation to whom this contract is to be awarded has not by or through any of its officers, partners, owners or any other person associated therewith, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract, and is not financially interested in or otherwise affiliated in a business way with any other bidder on this contract.

THIS PAGE MUST BE COMPLETED & RETURNED WITH YOUR BID DOCUMENTS

Exhibit "D" BIDDER'S DRUG-FREE WORKPLACE AFFIDAVIT

CONTRACTOR'S AFFIDAVIT CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE

STATE OF
COUNTY OF Bonner
The undersigned being duly sworn upon oath, deposes and says that Wood's Ceushing
Hawling Inc (Contractor Name) complies with the provision of Section
72-1717 Idaho Code (Drug Free Workplace program), that Word's C+H Onc
(Contractor Name) provides a drug-free workplace program that complies with
the provisions of Idaho Code, Title 72, Chapter 17 and will maintain such program throughout
the life of a state construction contract and that Wood's C+H Onc.
(Contractor Name) shall subcontract work only to subcontractors meeting the
requirements of Idaho Code, Section 72-1717(1) (a).
Wood's Crushing + Halling One (Name of Contractor) 933 Woodside Page (Address) Sundpoint Jaho 83804 By Commission to before me this 3 day of April 2018 Notary Public for Jaho Residing at Sandpoint My Commission Expires 7-5-19

THIS PAGE MUST BE COMPLETED & RETURNED WITH YOUR BID DOCUMENTS

Failure to complete this form as required shall render the bid unresponsive and void.

LICENSE REQUIREMENTS FOR PLUMBING, ELECTRICAL, AND HVAC WORK

The Bidder must comply with Idaho Code Section 67-2310. The Bidder shall provide the name, address, Division of Building Safety License Number, and Public Works Contractors License Number of the firm(s) who shall, in the event the Contractor secures the contract, complete the plumbing, electrical, or HVAC work under the contract.

For Federal Aid Projects, securing an Idaho Public Works Contractors License may not be required until award, as stated in Subsection 107.03 - Licensing of Contractors.

No Bidder shall name any subcontractor or sub-subcontractor in the bid unless the Bidder has received communication from the subcontractor or sub-subcontractor.

If plumbing, electrical or HVAC work is to be self-performed, provide Bidder's information. If work is to be performed by Subcontractor(s) or Sub-Subcontractor(s), their information shall be provided.

A.	Plumbing work by:_	NA	residing at			
whose Idaho	Public Works Contract	ors License No. is	Plum	bing Amount: \$	_	
and whose P	lumbing Contractor Lic	ense No. is				
	Electrical work by: Public Works Contract	10.78				
and whose E	and whose Electrical Contractor License No. is If required by special					
provision, n	ame an Electrical Con	tractor above or e	xplain here why	an Electrical		
Contractor	is not required:				_	
C.	HVAC work by:	NA	residing at	= 0		
whose Idaho Public Works Contractors License No. is HVAC Amount: \$						
and whose H	VAC Contractor Licens	se No. is	•			

THIS PAGE MUST BE COMPLETED & RETURNED WITH YOUR BID DOCUMENTS

No: 18-

Date: April 18, 2018

RESOLUTION OF THE CITY COUNCIL CITY OF SANDPOINT

TITLE:	ELLA AVENUE MAINTENANCE AND REHABILITATION PROJECT BID
	AWARD AND CONTRACT

WHEREAS: The City of Sandpoint requested proposals for the Ella Avenue Maintenance

and Rehabilitation Project with an advertisement published in the Bonner

County Daily Bee on March 13 and March 22, 2018;

WHEREAS: Proposals were received and opened shortly after 2:00 p.m. on April 3, 2018,

the deadline for submission of proposals;

WHEREAS: Of the four (4) bids that were received for this project, it is the

recommendation of City staff that City Council accept the bid from Woods Crushing and Hauling, Inc., a qualified bidder who submitted the lowest,

responsive bid.

NOW, THEREFORE, BE IT RESOLVED THAT: The bid from Woods Crushing and Hauling, Inc., in the amount of \$461,539.75 is accepted, and the Mayor is authorized, on behalf of the City, to execute a contract with Woods Crushing and Hauling, Inc., to be reviewed and approved by the City Attorney.

ATTEST:	Shelby Rognstad, Mayor
Maree Peck, City Clerk	
City Council Members:	

YES NO ABSTAIN ABSENT

- 1. Eddy
- 2. Aitken
- 3. Williamson
- 4. Ruehle
- 5. Aispuro
- 6. Darling

CITY OF SANDPOINT CONTRACT AGREEMENT

THIS AGREEMENT, made this	day of, 20, by and between the CITY OF
SANDPOINT, a municipal corporation	on of the State of Idaho, hereinafter called "CITY",
and	doing business as a,
hereinafter called "CONTRACTOR".	

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

- 1. CONTRACTOR will commence and complete the project that includes: storm water facilities, accessible corners, curb & gutter, and asphalt paving (see Exhibit 'F' Drawings).
- 2. CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
- CONTRACTOR will commence the work required by the Contract after receiving notice to
 proceed and will complete the same by <u>August 24th</u>, 2018, unless the period for completion is
 otherwise extended by the Contract Documents.
- 4. CONTRACTOR agrees to perform all of the work described herein in accordance with the General Conditions (Exhibit 'A') and comply with the terms therein for the unit prices as shown in the Bid Proposal.
- 5. CONTRACTOR agrees to indemnify, defend, and hold harmless CITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the act and/or any performances or activities of CONTRACTOR, CONTRACTOR's agents, employees, or representatives under this Agreement.
- 6. CITY will pay CONTRACTOR, based on the unit prices for measurement of actual work completed, within 60 days of completion and acceptance of work done by this contract. No retainage will be held.
- 7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. All exhibits are hereby incorporated by reference as if fully set forth herein.
- 8. If the work is not completed within the time specified, CONTRACTOR agrees to pay to the CITY the sum of \$500.00 for each and every calendar day said work remains uncompleted after expiration of the specified time, as liquidated damages and not as a penalty.
- 9. CONTRACTOR agrees to a two (2) year guarantee period for all labor, material and workmanship after receiving the Certificate of Substantial Completion. CONTRACTOR shall provide the necessary warranty to the CITY.

10. "CONTRACT DOCUMENTS" incorporated herein by this reference include the following:

ADVERTISEMENT FOR BIDS
BID PROPOSAL
BID SCHEDULE
CONTRACT AGREEMENT
GENERAL CONDITIONS / SPECIAL PROVISIONS (Exhibit A)
TECHNICAL PROVISIONS (Exhibit B)
NON-COLLUSION AFFIDAVIT (Exhibit C)
DRUG-FREE WORKPLACE AFFIDAVIT (Exhibit D)
STORMWATER BMP ACKNOWLEDGEMENT (Exhibit E)
DRAWINGS (Exhibit F)

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (2) copies of each of which shall be deemed an original on the date first above written.

CITY OF SANDPOINT:	
Shelby Rognstad, Mayor	
ATTEST:	
Maree Peck, City Clerk	
CONTRACTOR Public Works Contractor License Num	ber:
Sandpoint Business License Number:	
By(Signature)	
Name	
(Printed)	

Exhibit "A"

GENERAL CONDITIONS

Prior to issuing a Notice to Proceed, the City of Sandpoint will require the Contractor to provide a Performance Bond and a Material Bond naming the City of Sandpoint as the beneficiary.

The following standards are hereby incorporated into the contract documents. Copies of these documents are available for purchase from the respective State Agencies. Copies are available for review at the Sandpoint Public Works Department.

- Idaho Standards for Public Works Construction 2017.
 (LHTAC 1436 West Bannock Street, Boise, ID 83702 (208) 344-0565
- 2. Idaho Department of Environmental Quality catalog of Storm Water BMP's for Idaho Cities and Counties July 1998.
- 3. Idaho Transportation Department catalog of storm water BMP's for Highway Construction and Maintenance 2005.
- 4. Idaho Transportation Department Standard specifications for Highway Construction 2004.
- 5. City of Sandpoint Standard Drawings.
- 6. The following requirements shall apply:

Changes and Extra Work (104.03 wording)

The Engineer reserves the right to make, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable.

If the alteration or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

The term "significant changes" shall be construed to apply only to the following circumstances:

- a. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
- b. When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

<u>Differing Site Conditions</u> (104.04 wording)

During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the contract is warranted.

No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

Authority of the Engineer and Suspension of Work (105.01 wording)

If the performance of all or any portion of the work is suspended or delayed by the Engineer for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make adjustment as provided (excluding profit) and modify the contract in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the contract is warranted.

No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this contract.

Monthly Payments (109.05 wording)

The Contractor shall pay each subcontractor for satisfactory performance of its contract no later than 20 calendar days from receipt of each payment the Contractor receives from the department. The Contractor shall return retainage to each Subcontractor within 20 calendar days after the Subcontractor's work is satisfactorily completed.

Acceptance and Final Payment (109.08 wording)

The Contractor shall certify with each estimate payment that payment to Subcontractors has been made within the prescribed time frames. The certification will be made on forms provided by the Department, and returned within 20 calendar days of receiving the estimate payment.

These requirements shall also apply to first or lower tier subcontractors.

Certify That All Employees Are Authorized To Work In The United States

The contractor/consultant warrants and takes the steps to verify that it does not knowingly hire or engage persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

Idaho Statute Title 44 Labor, Chapter 10 Public Works

44-1001. EMPLOYMENT OF RESIDENTS OF IDHAO – WAGE SCALE – FEDERAL FUNDS. In all state, county, municipal, and school construction, repair, and maintenance work under any of the laws of this state the contractor, or person in charge thereof must employ ninety-five percent (95%) bona fide Idaho residents as employees on any such contracts except where under such contracts fifty (50) or less persons are employed the contractor may employ ten percent (10%) nonresidents, provided however, in all cases such employers must give preference to the employment of bona fide Idaho residents in the preference of such work; provided, that in work involving the expenditure of federal aid funds this act shall not be enforced in such a manner as to conflict with or be contrary to the federal statutes prescribing a labor preference to honorably discharged soldiers, sailors, and marines, prohibiting as unlawful any other preferences or discrimination among the citizens of the United States.

Exhibit "B"

TECHNICAL PROVISIONS

Section 100 - General Requirements

100.1 Contract Requirement

The Contractor shall furnish, in accordance with the Contract Documents, all plant, labor, equipment and materials required for the construction of Asphalt Pavement, Drive Aprons, Sidewalk, Pedestrian Ramps, Curb & Gutter, Drain Pipe, and other related items as shown on the Drawings and described in the Specifications.

100.2 Preconstruction Conference

A preconstruction conference between the Contractor, Subcontractors, Engineer and Owner shall be scheduled prior to the start of construction. The date, time and location of the preconstruction conference shall be as mutually agreed to by the attending parties. The agenda of the preconstruction conference shall include, but not necessarily be limited to the following items:

- ♦ Project Construction Schedule
- ♦ Critical Work Sequencing
- ♦ Construction Staking
- ♦ Procedures and Processing of:
 - o Field Orders
 - Change Orders
 - o Submittals
 - Applications for Payments
- ♦ Distribution of Contract Documents
- ♦ Safety and First-aid Procedures
- ♦ Security Procedures

100.3 Project Schedule

The Contractor shall prepare a project schedule to be furnished to the Engineer and Owner at the preconstruction conference. The schedule shall be comprehensive, covering the order of work to be completed and the testing and other procedures required prior to the work being put into operation. The schedule shall break the project up into a minimum of two (roughly equal) sections so the length of north Ella is not closed at one time. The schedule shall be orderly and realistic, and shall be revised as necessary during the course of the work.

100.4 Construction Staking

Construction staking shall be provided by the Contractor. Line and grade stakes shall be installed, as required, by the Contractor, an engineer or a surveyor at the Contractor's expense. The owner will provide assistance in staking the scope of the work and with pedestrian ramp locations. It shall be the Contractor's responsibility to preserve and protect the staking provided by the Owner. Costs to the Owner for re-staking shall be deducted from the Contractor's pay request. The contractor shall be responsible for any other staking as required for construction such as line and grade stakes.

100.5 Construction Water

The Owner will provide water with authorization. The Contractor will be responsible for accessing, transporting, and applying water as is required for proper construction in accordance with Specifications.

100.6 Existing Utilities Location and Protection

- a. The description and locations of known existing utilities shown on the Drawings are rough approximations only and may not be sufficiently accurate to plan construction operations. Other utilities may exist in the work areas that are not shown on the Drawings. Information on known existing utilities is provided for the convenience of the contractor only, and no responsibility is assumed for its accuracy or completeness. The Owner and Engineer shall not be responsible to the Contractor for damages, claims or expenses incurred by the Contractor as a result of actual utility location being different than as shown on the Drawings, or the existence of utilities not shown.
- b. At the location where the Contractor's operations could result in damage, disruption, loss, expense or inconvenience of railway, telephone, power, oil, gas, water, sewer, irrigation, cable service, or other private or municipal systems, the operations shall be suspended until adequate arrangements and coordination necessary for the protection thereof have been made by the Contractor.
- c. Prior to the start of work, the Contractor shall contact the one-call locating service and all utility owners to field locate and mark such utilities. It shall be the Contractor's responsibility to preserve and protect utility field location markings and to record such locations on the Record Drawings. Under no circumstances is the Contractor to expose any underground utility before obtaining permission to do so from the utility owner.

100.7 Limits of Work

Unless indicated otherwise on the Drawings or in these specifications, the Contractor shall limit all operations, including material storage and project access, to the easements and/or rights-of-way indicated on the Drawings or described in these Specifications, except as permitted by other property owners in separate agreements with the Contractor.

100.8 Temporary Construction Utilities

The Contractor shall make arrangement for temporary electrical power, telephone, and sanitary facilities as may be required for the work and/or Federal, State or local regulations. All costs for such utilities shall be borne by the Contractor, and no additional payment will be made therefore.

100.9 Traffic Maintenance, Control and Safety

- a. The Contractor shall comply with all ordinances and regulations of the applicable Federal, State and/or Local authorities regarding the closing, restricting, crossing or working within public roads, streets, highways, bike paths, or sidewalks. No public transportation facility shall be closed except by permission of the governing authority as applicable. All work shall be planned and conducted in such a fashion as to minimize disruption of traffic and access to adjacent public, or private properties.
- b. Traffic Control for motor vehicles, bicycles and pedestrians shall meet the requirements of the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) published by the U.S. Dept. of Transportation, Federal Highway Admin.
- c. The Contractor shall be solely responsible for notifying the appropriate government authority or private property owners prior to performing any operations which may affect public or private rights-of-way or driveways. The Contractor must notify all affected parties IN WRITING A MINIMUM OF SEVEN (7) DAYS PRIOR to beginning work. Door hangers or other means may be employed to provide such notification. The notification must include dates, times, schedule of operations, and a contact name and phone number.
- d. Emergency vehicle access must be maintained at all times. The Contractor must contact all emergency services with the time and date of the proposed partial or total street closures a minimum of 48 hours prior to such closures.
- e. When one (1) or more lanes are closed, flagging will be required per the MUTCD. The Contractor shall furnish at his own expense all traffic control signage and the flaggers who may be needed.
- f. If any work to be done requires a road or pedestrian route to be closed, adequate detour routes shall be provided and appropriately marked. All detour plans shall be submitted to the Owner and approved in advance of implementation. Traffic control signage shall be provided by the contractor.
- g. Where parking is a hazard to through traffic or to the construction work, it shall be restricted entirely or, at a minimum, during the time when it creates a hazard. The Contractor shall be responsible for obtaining and placing signs as required. In the event of parked vehicles hindering construction, the Contractor shall contact the owner of the vehicle for removal.

100.10 Measurement and Payment for General Requirements and Traffic Control

- A. There shall be no separate measurement and payment for General Requirements except Traffic Control and Engineering
- B. Measurement and Payment of Traffic Control shall include signs, equipment, traffic control maintenance, flagging or other measures as required.
- C. Measurement and Payment of Engineering shall include the services of an engineer or surveyor to install the grade and line stakes as required for the completion of the work per the specifications and plans.
- C. Payment for Traffic Control and Engineering shall be made under the following bid items as listed in the Bid Proposal:
 - 19. Traffic Control, per lump sum (LS)
 - 20. Engineering, per lump sum (LS)

Section 200 – Mobilization

200.1 Definition and Scope

Mobilization shall include obtaining all permits, insurance and bonds, and moving onto the site of all plant and equipment as required for the proper performance and completion of the work. Mobilization for this work shall include the following principle items:

- A. Obtaining all required bonds, insurance, permits and licenses.
- B. Submittal of all required subcontractor insurance certificates and licenses.
- C. Pre-construction conference and submittal of construction schedule
- D. Providing on-site sanitary facilities
- E. Providing materials for protection of existing structure(s) and utilities as may be required.
- F. Providing traffic control signs and detour routes.

200.2 Measurement and Payment for Mobilization

- A. No payment for mobilization, or any part thereof, will be approved under the Contract until all mobilization items have been completed.
- B. Measurement and Payment for mobilization shall be by the lump sum listed in the Bid Proposal and shall be included in the first pay request submitted by the contractor.
- C. Initial payment for mobilization shall not exceed 10% of the total bid, with the remainder being paid at project completion and acceptance.

- D. Payment for Mobilization shall be made under the following bid items as listed in the Bid Proposal:
 - 1. Mobilization, per lump sum (LS)

Section 300 – Demo & Excavation, Asphalt Removal, Grade & Compact Existing, Utility Adjustment, Clean up & Restoration, and Erosion Control

300.1 Definition and Scope

Excavation, Asphalt Removal, Erosion Control and Site Restoration shall include all work to remove topsoil, saw cut and remove existing concrete or asphalt, grade & compact the excavated area, protect the work area from soil erosion during and after construction and to clean up and restore the construction site and any items damaged as part of the construction. Contractor's operations shall be limited to within public ROW.

300.1 Excavation/Asphalt Removal

The contractor shall provide equipment and labor to saw cut and remove existing concrete or asphalt as required, and to remove topsoil and organic matter from where the roadway, curb, sidewalk, and ramps will be located. Per the plans, the contractor shall remove brush and shrubs from the right-of-way.

300.2 Erosion and Sedimentation Control

An NPDES Permit is required on this project. The Contractor is responsible for filing appropriate paperwork with EPA, implementing and closing out the permit. In addition, the Contractor shall be responsible to protect the work area from soil erosion during and after construction. Measures such as silt fence, straw bales, fiber wattle, and filter fabric shall be installed, as directed, so as to prevent sediment from traveling off-site, and/or into storm drains. Permanent erosion and sedimentation control measures including hydro-seeding, mulching, and fertilizer are required on disturbed areas.

300.3 Final Cleanup

The Contractor shall promptly remove from the vicinity of the completed work all rubbish, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the work by the Owner will be withheld until the contractor has satisfactorily complied with the foregoing requirements for final cleanup of the site.

300.4 Restoration

Should damage occur, the Contractor shall restore all lawns, sprinkler systems, utilities, signs, landscaping, fencing and related improvements removed or damaged directly or indirectly by the contractor's operations, and includes replacing topsoil, sod, shrubs,

trees, fences, signs, mailboxes, and other items as required. Restoration shall also include normal placement of topsoil and hydro seed to restore areas adjacent to the work and to provide permanent erosion and sedimentation control.

300.5 Materials

A. Erosion and Sedimentation Control

Measures such as silt fence, straw bales, fiber wattle, and filter fabric shall be installed, as directed, so as to prevent sediment from traveling off-site, and/or into storm drains.

B. Topsoil

Topsoil shall consist of surface soil capable of supporting grasses. Topsoil for restoration work shall be approved friable, free draining sandy loam or loamy sand free of rocks, roots, weeds, and deleterious material. Topsoil shall be free of materials which are prohibitive to plant growth, such as excess salinity, alkalinity, or concentration of lead or arsenic. Obtain topsoil from local sources or from areas having similar soil characteristics to that found at the project site.

C. Grass Seed

Grass seed for erosion control shall be a mixture of bluegrass, fescues, & other grass seeds as recommended by a local extension agent & applied as hydro-seed slurry.

D. Fences

Fences removed or damaged shall be replaced equal in kind and size to the original existing fence as approved by the engineer.

E. Other Items

Other damaged items to be replaced shall be of equal or as near as possible the original items as approved by the Engineer.

300.6 Execution

A. Demo & Excavation/Asphalt Removal

The contractor shall remove existing concrete and asphalt leaving a straight line at the remaining edge, saw cutting concrete or asphalt if necessary. Excavated materials shall be promptly removed from the construction site. Excavation shall be deep enough to allow installation of the required base to achieve a continuous plane and shall be deep enough to remove all organic material. Brush removal shall include removal of as many roots as practical and restoration with top soil and hydro seed.

B. Grade & Compact Existing Base

The contractor shall smooth and compact the excavated area to grade prior to placing base material. If required, the contractor shall water the excavated area to improve compaction and deter dust. No testing of existing base is required.

C. Utility Adjustment

The Contractor shall mark and preserve existing utility covers or grates during asphalt removal for water valves, gas valves, manholes, survey monuments, catch basins, or other utilities in the project area. Prior to placement of new asphalt, these utility covers shall be adjusted, as necessary, to be parallel to and ¼" below the plane of the adjacent compacted asphalt surface. Disturbed survey monuments shall be reset by a licensed surveyor.

D. Erosion and Sedimentation Control

The Contractor shall be responsible to protect the work area from soil erosion and sedimentation during construction.

E. Hydro-seeding Equipment

Hydro-seeding equipment used for the application of fertilizer, seed, and slurry of cellulose fiber shall have a built-in agitation system with an operating capacity sufficient to agitate, suspend and homogeneously mix the slurry specified. The Hydro-seed mixture shall be placed uniformly over the area to be seeded.

F. Soil Preparation

Prior to final grading, vegetation that may interfere with operations shall be removed from the site. The surface shall be cleared of stumps, stones, roots, cable, wire and other materials that might hinder the work or subsequent maintenance.

G. Topsoil Placement

For lawn areas to be seeded, topsoil shall be placed to provide a uniform surface. Place topsoil and rake surface to a smooth uniform finish. Moisten and compact with two passes of a plate compactor.

H. Fertilization

16-20-10 fertilizer shall be distributed uniformly at the rate as recommended by the manufacturer. Use of hydraulic equipment to sow seed and distribute fertilizer at the same time will be acceptable.

I. Planting Seed

Seeding shall be by hydro-seeding.

J. Fencing and Miscellaneous Installation

Only where necessary and where approved in writing, existing fences, signs, mailboxes and other items may be carefully removed and reinstalled after construction has been completed.

300.7 Measurement and Payment

- A. Payment for Demo & Excavation shall be by the lump sum as listed in the bid proposal and shall include required saw cutting and demolition of existing concrete, removal of top soil, trenching for pipes and excavation for road base.
- B. Payment for Asphalt Removal shall be by the square yard sum as listed in the bid proposal and shall include required saw cutting, demolition and removal of existing roadway asphalt.
- C. Payment for both temporary and permanent erosion and sedimentation control shall be included in the Soil Erosion, Restoration and Cleanup bid item. All work and all materials, including silt fence, straw bales, fiber wattle, and filter fabric shall be provided by the Contractor, unless directed otherwise by the City.
- D. Payment for Utility Adjustments shall be by the lump sum as listed in the bid proposal and shall include protection and adjustment of utility covers and grates as required. There are approximately 100 utility covers in the project area.
- E. Measurement and Payment for Soil Erosion, Restoration and Cleanup shall include placement and compaction of topsoil, restoration of all lawn areas, fences, trimming trees, restoring signs, sprinkler systems, and other items that are damaged or removed as a part of the construction.
- F. Payment for Topsoil Removal and Excavation and Soil Erosion, Restoration and Cleanup shall be made under the following bid items as listed in the Bid Proposal:
 - 2. <u>Demo & Excavation</u>, per Lump Sum (LS)
 - 3. Asphalt Removal, per Square Yard (SY)
 - 4. Grade & Compact Existing Base, per Square Foot (SF)
 - 7. Utility Adjustment, per Lump Sum (LS)
 - 18. Clean up and Restoration, per Lump Sum (LS)
 - 21. Erosion Control, per Lump Sum (LS)

Section 400 - Concrete Work

400.1 Definition and Scope

The work covered by this section consists of furnishing and placing cast-in-place concrete, pre-cast concrete, and base material including providing materials, testing, formwork, pouring, finishing, sealing, and related work.

400.2 Standards

A. Standards

All concrete work shall be in accordance with the standards of the American Concrete Institute (ACI) and the Idaho Standards for Public Works Construction (ISPWC) which are incorporated into these Specifications by reference. Concrete finishing shall comply with ADA requirements for slope, tooling and slip-resistance.

B. Testing for Fill and Concrete

Fill compaction and concrete testing shall be performed by an independent testing agency at the contractor's expense. Testing shall be per ISPWC sections 202.3.8 "Embankment Construction", 202.3.9 "Classes of Compaction and Density Requirements" and 703.3.6 "Field Quality Control" or as otherwise required by the ISPWC. Test reports shall be submitted to the Owner. If any materials or workmanship are found to be sub-standard, the cost of re-testing and repair or replacement of faulty materials shall be the sole responsibility of the contractor.

400.3 Materials

A. Formwork

The materials used for formwork shall be at the discretion of the Contractor. All form materials used shall be in good condition to leave a smooth finish on the concrete and shall meet the requirements of ISPWC Section 701 – Concrete Formwork

B. Reinforcing Steel & Truncated Dome Panels

Reinforcing steel where called for in the Drawings shall be of the size and spacing as shown on the Drawings and shall meet the requirements of ISPWC Section 702 – Concrete Reinforcement. Reinforcing shall be a minimum of 60 ksi, yield grade. Truncated Dome Panels shall be cast iron, natural finish grey and ADA compliant.

C. 3/4" Minus Gravel Fill

34" Minus Gravel Fill shall be a compactable granular backfill that is free of organic matter. 34" Minus Gravel shall meet the requirements of section 802 of the ISPWC from table 1 in Section 802.2.2.2. 34" Minus Gravel Fill shall be installed in

maximum 8" lifts and compacted with a standard sized jumping jack compactor or a vibratory roller compactor. Compacted fill shall be tested per ISPWC.

D. Cap Rock shall be per ITD Sections 307 & 703.08

E. Base Material

Base material shall be a minimum of 6 inches of 3/4" minus gravel under 4" and 6" thick concrete. Moisten and compact base material with two passes of a plate compactor. Sand or pea gravel shall not be used. Moisten and compact with two passes of a plate compactor in layers not to exceed 2" deep. Identify

F. Concrete

The concrete to be used for the sidewalk, pedestrian ramps, and concrete driveway approach shall have a minimum 28 day compressive strength of 3000 psi and shall contain natural or synthetic fiber mesh per the manufacturer's specifications. Air entrainment shall be 5% minimum. The mix design, aggregate gradation, cement ratio, and all other design parameters shall meet the requirements of ISPWC Section 703-Cast-In-Place Concrete.

G. Pre-cast Concrete

Storm water manholes shall be per ISPWC specifications and standard drawings except that manhole cone section shall be concentric, base shall be pre-cast, and the frame and cover shall be per City of Sandpoint Public Works Standard (available from East Jordan Iron Works 800-626-4653). Pipe elevations and layout shall be confirmed by contractor prior to ordering manholes. Storm Water Catch Basin, frame & grate shall be manufactured by Western Concrete Products, 2601 Dakota St., Spokane WA 99207 (509) 487-2726 that meets the standards for a WSDOT TYPE 1 CATCH BASIN with cast iron frame ASTM A-48 CL-35 and ductile iron grate ASTM 536, CL 80-55-06 or approved equal.

H. Concrete Cure and Sealer

Concrete Cure and Sealer is required and shall be applied per the manufacturer's recommendations. The concrete cure and sealer shall be membrane forming concrete cure compound per ISPWC 705.

400.4 Execution

A. Removal of Existing Concrete

Removal of Existing Concrete and Asphalt shall be the responsibility of the Contractor. After removal, it will be the responsibility of the Contractor to provide grading and compaction of the sub-base prior to placement of base material.

B. Preparation

- 1. In areas where there is no existing concrete, the contractor will remove all topsoil and provide fill, grading, and compaction as necessary to achieve the required grade or match existing sidewalk and curb.
- 2. Clean existing concrete surfaces in contact with new concrete with a steel brush
- 3. Ensure subgrade is properly compacted
- 4. Provide and place base material if necessary.
- 5. Erect formwork, shoring, and bracing to achieve the width and depth as shown on the Drawings. Provide bracing to ensure stability of the formwork. Earth forms shall not be used in the construction of the sidewalk or pedestrian ramps.
- Notify the Engineer / Owner 24 hours prior to the placement of the concrete for inspection. Inspector shall approve the forms, subgrade, and rebar prior to concrete placement.
- 7. All alignment, grade, and matching existing ground and features shall be by the contractor, and shall be work performed under this item.

C. Weather Limitations

- 1. Cold Weather Limitations: When concreting is authorized during cold weather, maintain concrete temperatures between 50° F and 80° F when placing. The Engineer may require the water and/or the aggregate to be heated to between 70° F and 150° F. Do not use any frozen aggregates in the concrete. Completely remove all ice, snow and frost on adjoining areas prior to placement. Do not allow concrete to contact material colder than 32° F.
- 2. Hot Weather Limitations: Maximum concrete temperature shall be 80° F when placing. The maximum temperature on the surface to be covered is not to exceed 90° F when placing.

D. Placing Concrete

Place concrete as close to practical to its final position. Avoid moving with vibrators. Do not allow concrete to segregate from distance of fall, deflection from forms, over consolidation, or other reasons. Do not drop concrete more that 5-feet without an approved tube or tremie. Keep tube full of concrete and lower end of the tube buried in new concrete.

E. Concrete Finishing

- 1. Sidewalks and Concrete Driveway Approach The concrete finish for all slabs and sidewalks shall be a broomed finish. Walks shall slope between ¹/₈" to ¹/₄" per foot (1% 2%) away from structures and toward the street unless otherwise approved. The surface shall be struck off by means of a strike board and floated flat to a true plane. The surface shall be broomed at right angles to the direction of traffic. Sidewalk surfaces shall be laid out in blocks with an approved grooving tool at intervals not to exceed 5-feet
- 2. Pedestrian Ramps After finishing as described above, the contractor shall provide and install 2' X 2' cast iron detectable warning panels inlaid into wet concrete per the manufacturer's recommendations and ADA standards.

F. Curing and Protection

- 1. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical damage. Protect in place concrete from temperatures below 35° F with insulation material for a minimum of 7 days after placement. The Contractor shall be responsible for protecting the concrete from vandalism. Replace concrete damaged by heat, cold, rapid drying, or vandalism at no additional cost to the Owner.
- 2. Provide and apply concrete cure and sealer per the manufacturer's instructions.

G. Pre-Cast Concrete

1. Pre-cast Concrete shall be installed per ISPWC standards and the drawings.

400.5 Measurement and Payment

- A, Measurement and payment for ¾" Minus Fill shall include providing, placement, grading, and compaction and testing of the ¾" Minus Gravel Fill.
- B. Measurement and payment for ITD Cap Rock shall include providing, placing, and rolling the ITD Cap Rock.
- C. Measurement and payment for concrete work shall include grading and compaction of the sub-base, providing, placement, grading, and compaction of the ³/₄" minus gravel base material; erection of forms; placement of reinforcement and joint materials; placement and finishing of the concrete; and curing, sealing, and protection of the concrete.
- D. Measurement and payment for truncated dome panels shall include materials, and labor to place the panels in the concrete.

- E. Measurement and payment for vertical curb or curb and gutter shall include saw cutting asphalt as required, excavation of existing soils, providing, placement, grading, and compaction of the base material; erection of forms; placement and finishing of the concrete; curing, sealing, and protection of the concrete, and patching the asphalt pavement between the saw cut edge and the new curb.
- F. Measurement and payment for sidewalk will be by the square foot at the width and thickness specified on the Drawings and described in the bid proposal. Payment for pedestrian ramps and concrete driveway approach will be per each ramp or approach installed in the location and size as shown on the Drawings.
- G. Measurement and payment for pre-cast concrete products shall include materials and installation for the specified components along with required rings, seals, boots, grout, adhesive, metal frames, and grates or covers.
- H. There will be no separate measurement and payment for alignment and grade control.

Payment for concrete work shall be made under the following bid items as listed in the Bid Proposal:

- 5. <u>%" Minus Gravel Fill</u>, per Ton (TN)
- 6. ITD Cap Rock, per Cubic Yard (CY)
- 8. 18" Curb and Gutter, per Lineal Foot (LF)
- 9. Concrete, 4" Thick, per Square Foot (SF)
- 10. Truncated Dome Panels, per Each (EA)
- 11. WSDOT Type 1 Catch Basin, per Each (EA)
- 12. Concrete Manhole, per Each (EA)

Section 500 - Asphalt Paving & Road Fabric

500.1 Definition & Scope

The work covered by this section consists of furnishing and placing Asphalt Paving and related work.

500.2 Asphalt Mix Design Requirements

- A. The contractor shall supply an asphalt mix generally conforming to ISPWC, Section 810, Part 2, Item D, Table 4, Superpave Mix Requirements, and also Idaho Transportation Department's 405 section of the Standard Specifications for Highway Construction, "SP-3" but more specifically described as follows:
- B. The mix will be developed per AASHTO M 323 (using Ndes = 75 gyrations) meeting the following requirements:

- Nominal Maximum 1/2" Mix meeting the requirements of Table 3 AASHTO M
 323
- PG 58-28 binder meeting the requirements of AASHTO M320
- No more than 15% natural sand
- Va = 4.0%
- VMA = 15.0 minimum
- VFA = 65 78
- Dust to Effective Binder Ratio = 0.8 to 1.6
- TSR per AASHTO T 283 or IRS per AASHTO T 165 = 80% minimum

C. RAP and RAS

Reclaimed Hot Mix Asphalt Pavement (RAP) materials and Recycled Asphalt Shingles (RAS) are allowed for use in the job mix in accordance with the following specifications:

Reclaimed Asphalt Pavement Material (RAP)

Reclaimed Hot Mix Asphalt Pavement (RAP) material used in the production of new HMA is optional. No more RAP than the maximum allowed by Idaho Transportation Department standards will be allowed. The amount of asphalt in the RAP shall be determined during the mix design phase and shall be accounted for in establishing the mix target for asphalt cement content. Provide a positive means for controlling the amount of RAP introduced into the mix during mix production.

D. Recycled Asphalt Shingles (RAS)

- Recycled Asphalt Shingles from the reroofing of domestic buildings will be allowed in plant mix pavement. Tear-off RAS materials shall be discarded shingle scrap free from foreign materials such as paper, roofing nails, wood, or metal flashing. Materials shall be shredded prior to being incorporated into the HMA mixture. The shredded material shall be sized such that 100% of the material passes the 1/2" screen when tested per AASHTO T27. Test processed material once per 250 tons.
- 2. Tear-off RAS material shall not contain asbestos fibers. Test unprocessed shingles for the presence of asbestos using Polarized Light Microscopy (PLM) at a frequency of 1 per 250 tons of shingles. Certify the material is asbestos free.
- 3. Processed RAS may be blended with other specification granular material to preclude clumping or re-agglomeration of the RAS particles in the stockpile. This includes virgin aggregate or RAP. Provide a positive means of controlling the proportions by weight when blending RAS with an anti-clumping granular material. When blending is used, test the blended material for asphalt content and gradation per AASHTO T308 and T30 at a frequency of once per 250 tons of RAS used in the blend. Use the average gradation and asphalt content for the blended stockpile when determining mix design proportions.

4. The amount of RAS used with any combination of virgin aggregate and RAP materials shall be not contribute more than five percent (5%) of the total asphalt content. The combined percentages of RAS and RAP shall not contribute more than twenty-five percent (25%) of the total asphalt content as determined below:

$$\%RAS\,Binder\,Replacement = \frac{\binom{\%RAS}{100}\,x\,P_{b-RAS}}{P_{b-mix}}\,x\,100\% \leq 5.0\%$$

$$\%RAS\,\&\,RAP\,Binder\,Replacement = \frac{\binom{\%RAS}{100}\,x\,P_{b-RAS}}{P_{b-mix}} + \left(\frac{\%RAP}{100}\,x\,P_{b-RAP}\right)\,x\,100\%$$

$$\leq 25.0\%$$

Where:

%RAS = Percent RAS by weight of aggregate

%RAP = Percent RAP by weight of aggregate

P_{b-RAS} = Average Asphalt Content of RAS

P_{b-RAP} = Average Asphalt Content of RAP

 $P_{b-mix} = JMF$ Asphalt Content of Total Mix

The Contractor shall determine the asphalt content of the RAS, RAP, or RAP/RAS blend using AASHTO T-308 and report the average to the nearest 0.1%.

- 5. The binder grade specified in the contract will be adjusted to account for the stiffer asphalts in the RAS, or RAP/RAS blend. Determine the adjusted binder grade using a blending chart for the high and low temperatures of the blended asphalt(s). The Contractor shall supply the blending charts and all test results for the virgin and recovered asphalts for the RAS or RAP/RAS blend.
- E. Road Fabric shall be 200 lb woven polypropylene geotextile fabric, Geotex 200ST or approved equal

500.3 Execution/Testing

- A. Contractor shall provide compaction with compaction testing by an independent third party in accordance with ISPWC.
- B. Extraction/gradations performed per day of paving representative of in-place pavement submitted to the City.
- C. Provide the City with Target Density, Rice Density and on site compaction tests. Shall be a minimum of 92% Rice Density. Once roller pattern is established, compaction tests shall be at maximum 500' intervals. Compaction efforts resulting in <92% and >90% compaction will result in extension of performance bond for one (1) year. Compaction efforts resulting in <90% compaction shall not be accepted.
- D. Must submit mix design with Target Density and tonnage for project.

500.4 Measurement & Payment

- A. Measurement and payment for Asphalt Paving will be by the ton at the thickness specified on the Drawings and described in the bid proposal.
- B. There will be no separate measurement and payment for alignment and grade control.

Payment for Asphalt Paving work shall be made under the following bid items as listed in the Bid Proposal:

17. Asphalt Paving, per Ton (TN)

Section 600 - Miscellaneous

600.1 Definition and Scope

The work covered by this section consists of pipe, tree trimming, brush removal and related work.

600.2 Materials

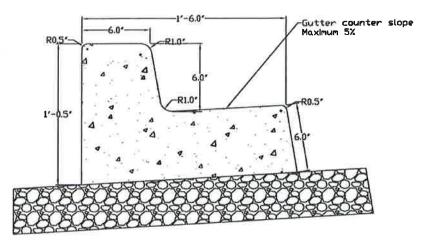
- A. 3034 plastic pipe and fittings, glue, and/or grout as required.
- B. Slotted Drain Pipe shall be 8" ADS N-12 slotted drain pipe #0624HA or approved equal. Pipe shall be dual wall w/ water tight fittings. Consolidated Supply, 1802 Industrial Way, Sandpoint, ID 83864 (208) 263-8561

600.3 Execution

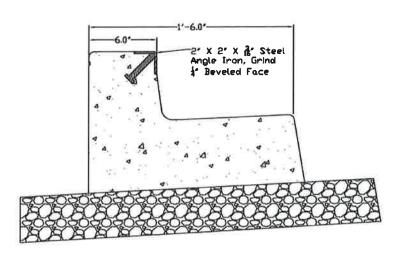
- A. 3034 Pipe shall be installed per the plans and in compliance with ISPWC 601.4.1.A.6 and City standards for water-tightness.
- B. 8" N-12 Double Wall Drain Pipe shall be installed with a "burrito roll" constructed by laying non-woven ground fabric in the excavated trench, laying the N-12 pipe in a straight line and on a plane, filling the trench up to the last 6" with ITD Cap Rock, folding the ground fabric over the top, and completing fill of the trench with compacted 34" minus gravel under hard surfacing or compacted top soil in a grassy area.
- C. Tree Trimming and Brush Removal: Tree trimming and Brush Removal shall be completed in the locations as shown on the drawings or as needed. The branches of the tree which are in conflict with the location of the sidewalk shall be trimmed by use of a chain saw or hand saw to a height of 8-feet above the finished elevation of the sidewalk. Tree trimming and Brush Removal shall be done in a manner approved by the City Forester or other approved arborist.

- 600.4 Measurement and Payment
 - A. Measurement and Payment for tree trimming shall be incidental to restoration.
 - B. Payment for Brush Removal shall be incidental to excavation
 - C. Measurement and Payment for Pipe shall be made under the following bid items as listed in the Bid Proposal:
 - 13. <u>12" 3034 Pipe</u>, per Lineal Foot (LF)
 - 14. <u>8" 3034 Pipe</u>, per Lineal Foot (LF)
 - 15. 8" N-12 Double Wall Perforated Pipe, per Lineal Foot (LF)
 - 16. <u>4" 3034 Pipe</u>, per Linear Foot (LF)

END OF TECHNICAL PROVISIONS



STANDARD CURB AND GUTTER



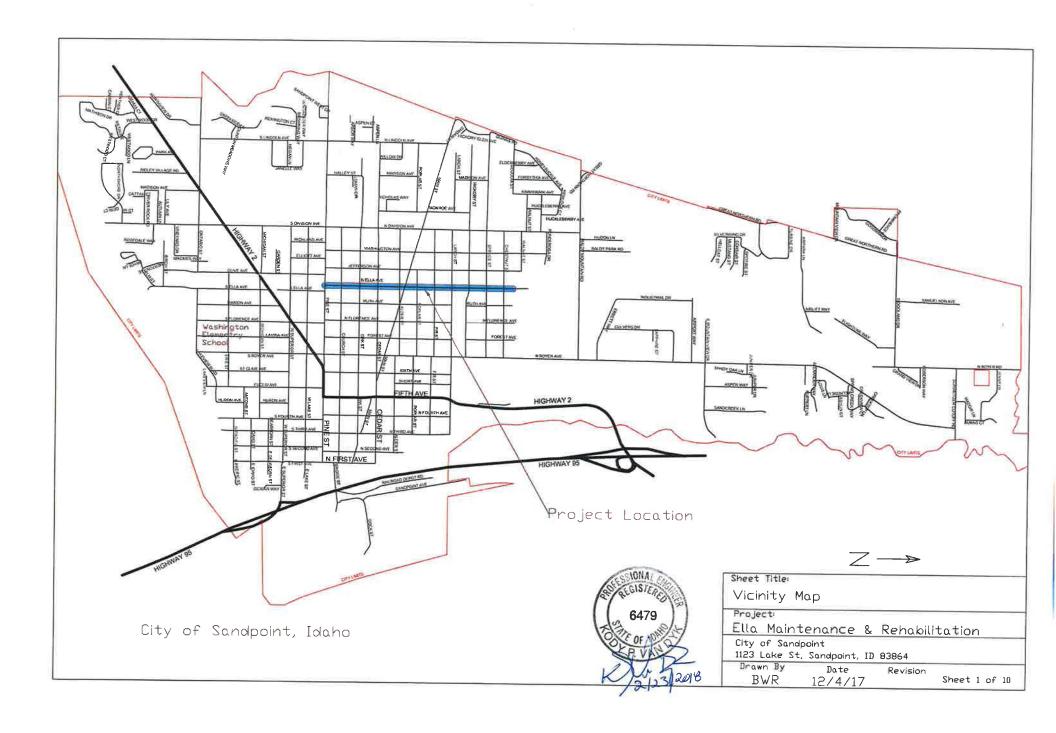
ARMORED CURB AND GUTTER

NOTES :

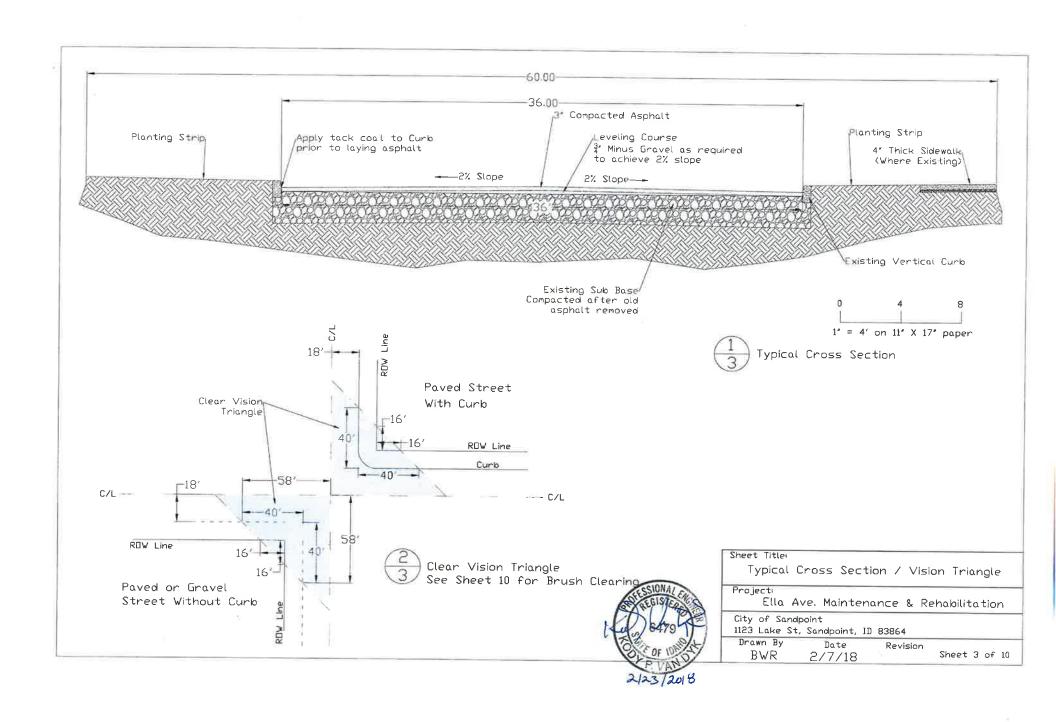
- 1. GRADE AND ALIGNMENT TO BE ESTABLISHED AND APPROVED BY THE ENGINEER AND THE CITY OF SANDPOINT.
- 2. BASE + 4' OF 3/4 MINUS CRUSHED AGGREGATE COMPACTED TO 95% OF STANDARD PROCTOR.
- 3. BASE SHALL BE A MIN. WIDTH OF 3' TO GRADE PRIOR TO SETTING FORMS.
- 4. 1/2" PREFORMED EXPANSION JOINT MATERIAL AT TERMINAL POINTS OF RADII.
- 5. CONTINUOUS PLACEMENT PREFERRED, SCORE AT 10' INTERVALS MAX. (8' WITH SIDEWALK)
- 6. MATERIALS AND CONSTRUCTION IN COMPLIANCE WITH ISPWC.
- 7. BACKFILL AS PER ISPWC SECTION 706
- 8. GUTTER COUNTERSLOPE 1/2' PER FOOT (5% SLOPE) MAXIMUM
- 9. CONCRETE ANCHORS FOR STEEL ANGLE @ 18' OC and within 3' of ends
- 10. STEEL ANGLE 2' X 2' X 3/16' ROLLED TO 20 FT CONCAVE OR CONVEX RADIUS AS REQUIRED

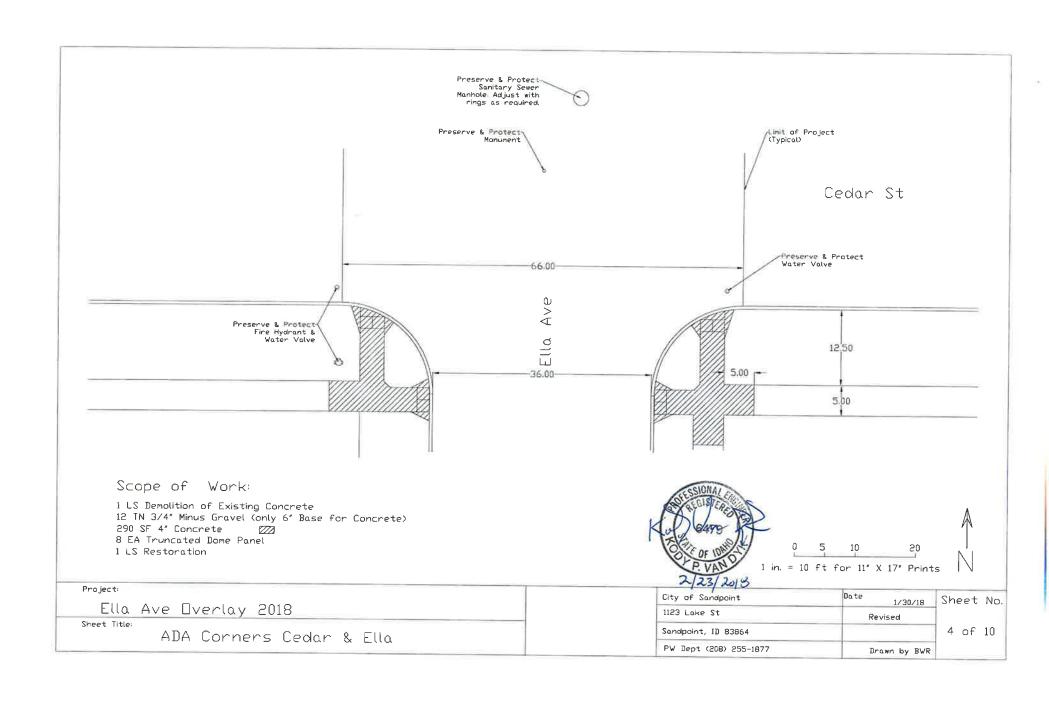
6" STANDARD
CURB AND GUTTER W/ STEEL ARMOR

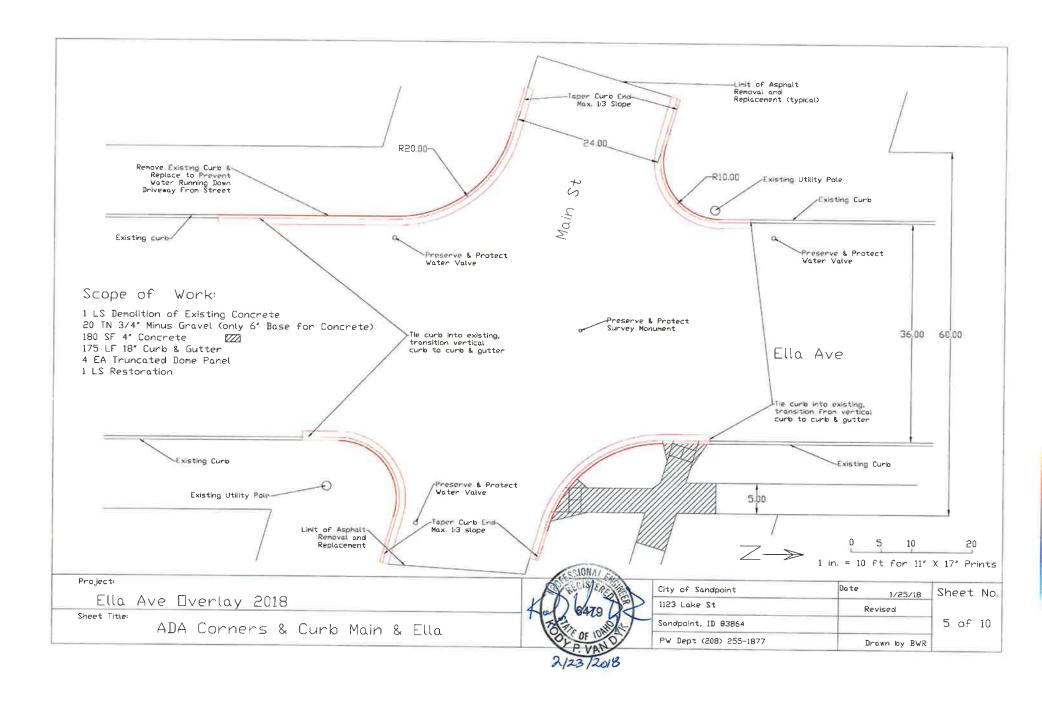
CITY OF SANDPOINT STANDARD DRAWING

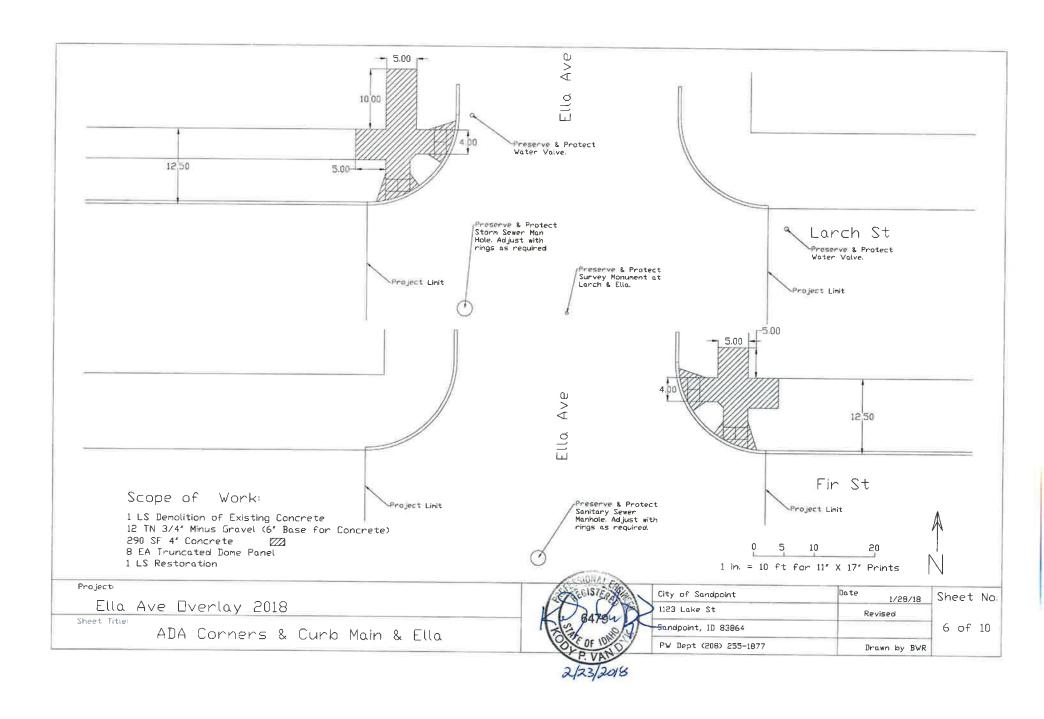


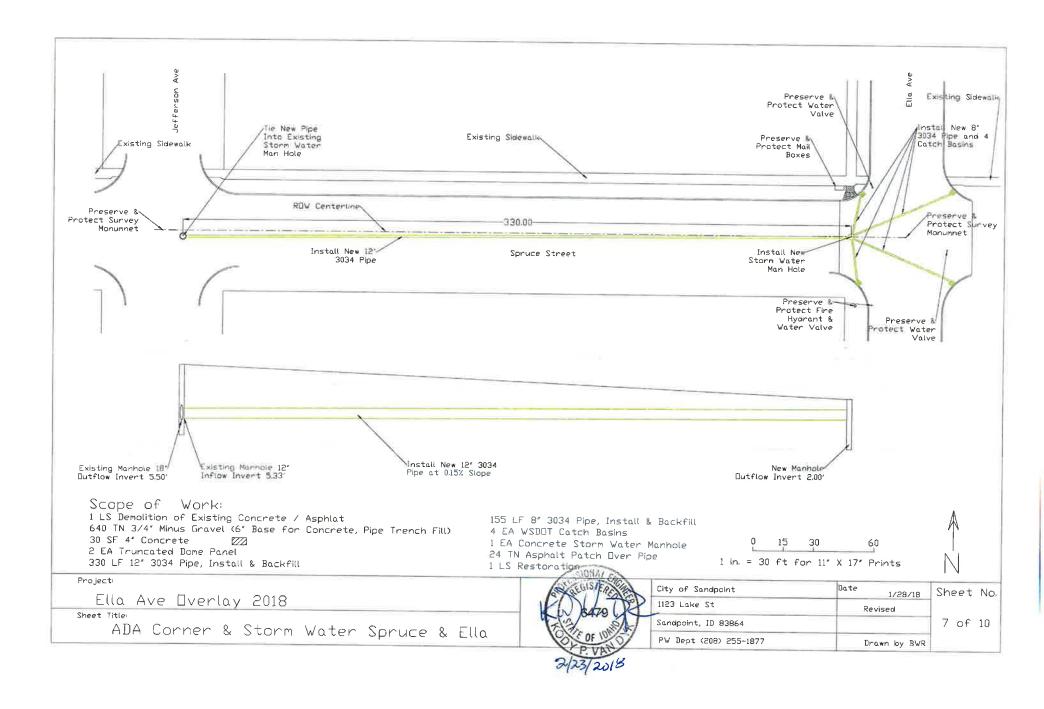


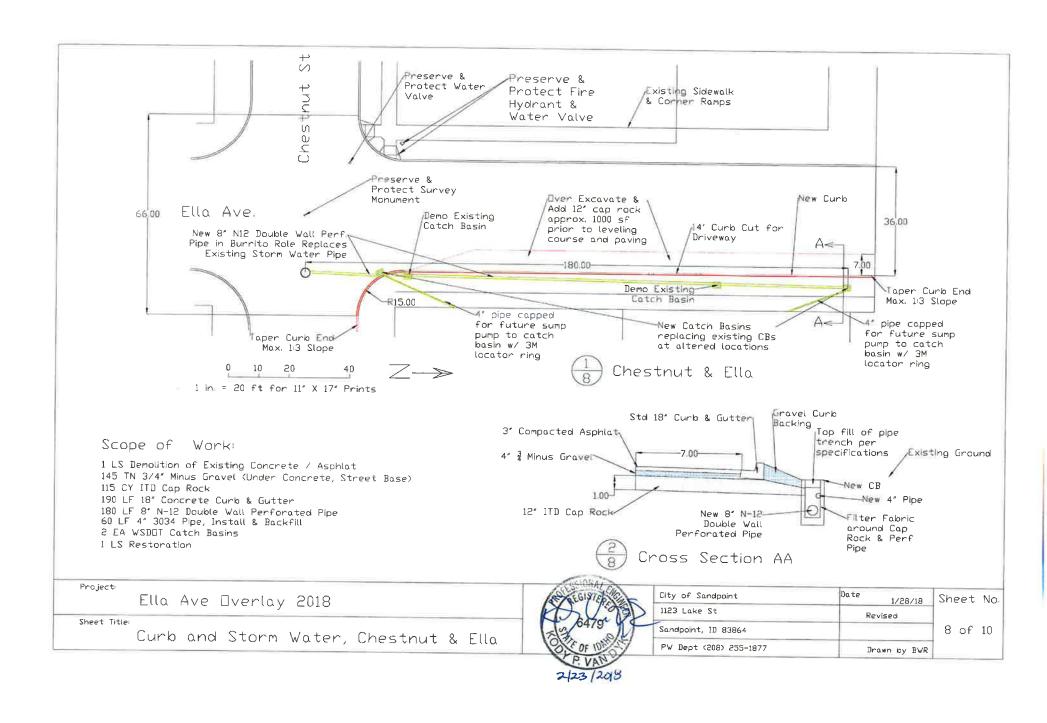


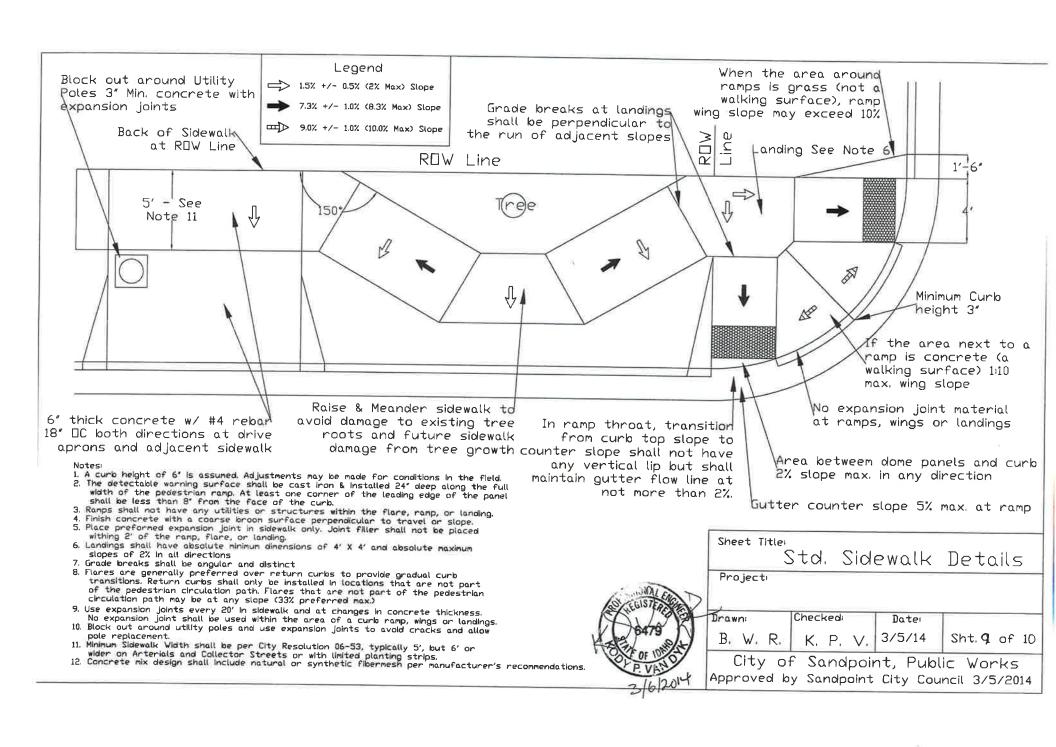














□ak & Ella, NE



Cedar & Ella, NE



Cedar & Ella, NW



Alder & Ella, NW



Fir & Ella, NW



Larch & Ella, NW



Spruce & Ella, SE



Spruce & Ella, SW



Red Ellipse Designates Trimming Limbs

Yellow Ellipse Designates Brush Removal



Sheet Titler

Vision Triangle Brush Removal

Project

Ella Ave. Maintenance & Rehabilitation

City of Sandpoint

1123 Lake St, Sandpoint, ID 83864

Drawn By BWR

Date 2/8/18

Revision

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